

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:) Case Number: 23-06782
IYS VENTURES, LLC,)
) Chapter: 11
) Honorable David D. Cleary
)
Debtor(s))

**ORDER AUTHORIZING PUSHBACK AND MUTUAL TERMINATION OF
OH0077 AND OH0088 ONLY**

This matter coming on to be heard on the Debtor IYS Ventures LLC's Motion To Approve Pushback And Mutual Termination Of OH0077 and OH0088 In The Ordinary Course, due and proper notice have been served, and the Court having jurisdiction over the subject matter and parties and being fully advised in the premises:

IT IS HEREBY ORDERED THAT:

1. The Debtor's Pushback and Mutual Termination of OH0077 and OH0088 in the Ordinary Course is approved and the Debtor is authorized to pushback the Marketing Premises located at 8200 Columbia Road, Olmsted Falls, Ohio 44138 (OH0077) and 10300 Brookpark Road, Brooklyn, Ohio 44130 (OH0088) pursuant to a mutual franchise termination agreement in the form of the Mutual Franchise Termination Agreement (PMPA) – OH0077 and OH0088 Only attached hereto.

Enter:



Honorable David D. Cleary

United States Bankruptcy Judge

Dated: April 24, 2024

Prepared by:

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MUTUAL FRANCHISE TERMINATION AGREEMENT (PMPA) – OH0077 AND OH0088 ONLY

This Mutual Franchise Termination Agreement (PMPA) – OH0077 and OH0088 Only (the “**Agreement**”), is effective as of April 30, 2024 (the “**Effective Date**”), by and between Lehigh Gas Wholesale LLC, Lehigh Gas Wholesale Services, Inc., Erickson Oil Products, Inc. and their respective affiliates and subsidiaries (hereinafter, the “**Franchisor**”), all Delaware entities with an address of 645 Hamilton St., Suite 400, Allentown, PA 18101, and IYS Ventures, LLC, with a business address of 7924 Keystone Road, Orland Park, IL 60462 (hereinafter, the “**Franchisee**”).

RECITALS

WHEREAS, Franchisor and Franchisee have mutual obligations under that certain Unitary Package 00005 dated July 26, 2021, and that certain Unitary Package 00006, dated April 1, 2021, and related agreements, as amended from time to time (collectively, the “**PMPA Agreement**”), including with respect to the operation of branded retail motor fuel facilities located at the following location (the “**Marketing Premises**”):

Site ID	Address	City	State	Zip
OH0077	8200 Columbia Road	Olmsted Falls	Ohio	44138
OH0088	10300 Brookpark Road	Brooklyn	Ohio	44130

WHEREAS, the PMPA Agreement constitutes a franchise, subject to the Petroleum Marketing Practices Act, 15 U.S.C. Section 2801 *et seq.*; and

WHEREAS, with respect to the Marketing Premises only and not with respect to any other locations encompassed by the PMPA Agreement, Franchisee desires to cancel and terminate the parties’ mutual obligations under the PMPA Agreement and any franchise relationship with Franchisor arising thereunder (the “**Franchise Relationship**”); and

WHEREAS, with respect to the Marketing Premises only, Franchisor is agreeable to terminating the PMPA Agreement and the Franchise Relationship, subject to the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Franchisor and Franchisee hereby acknowledge, the parties agree as follows:

AGREEMENT

1. Each and every recital hereof shall be a covenant as well as a recital of this Agreement.
2. Franchisor and Franchisee hereby agree that, as of the Effective Date subject to the approval of the Court in the Bankruptcy Proceeding, the parties terminate their PMPA Agreement and the Franchise Relationship at the Marketing Premises only; provided, however, that nothing in this Agreement shall be construed to relieve Franchisee of its post-termination or post-expiration obligations under the PMPA Agreement.
3. At the time Franchisee turns over possession of the Marketing Premises to Franchisor, Franchisor shall pay to Franchisee: (a) an amount equal to the cost of the remaining fuel at the Marketing Premises; and

- (b) an amount equal to 67% of the retail value of the legal, saleable inventory at the Marketing Premises as determined by Franchisor in its sole discretion.
4. Franchisee hereby acknowledges receipt of a copy of this Agreement and of a copy of the summary statement described in Section 104(d) [15 U.S.C. Section 2804(d)] of the PMPA enclosed herewith.
 5. Franchisee represents and warrants (A) that Franchisee has had time and opportunity to consult an attorney at law of Franchisee's own choosing and at Franchisee's own expense regarding the terms and consequences of this Agreement, and (B) that this Agreement was freely negotiated by both parties.
 6. Franchisor and Franchisee shall cooperate in seeking approval of this Agreement from the Court in the Bankruptcy Proceeding and in transitioning possession of the Marketing Premises and relationships related thereto.
 7. The terms and provisions of this Agreement shall constitute all of the terms and provisions to which the parties have agreed regarding the mutual termination of the PMPA Agreement and the Franchise Relationship at the Marketing Premises only.
 8. Each individual executing this Agreement on behalf of any other person or entity represents and warrants that he or she is duly authorized by such person or entity to do so.

IN WITNESS WHEREOF, this Agreement is effective as of the date and year first above written.

FRANCHISOR:

LEHIGH GAS WHOLESALE LLC

By: Glenn Faust
Its: Vice President of Wholesale Operations

LEHIGH GAS WHOLESALE SERVICES, INC

Glenn Faust
Its: Vice President of Wholesale Operations

ERICKSON OIL PRODUCTS, INC.

FRANCHISEE:

IYS VENTURES, LLC

By: Muwufak Rizek
Its: Managing Member

Glenn Faust
Its: Vice President of Wholesale Operations